BILL OF LADING - TERMS AND CONDITIONS

DEFINITIONS

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 "Carriage" means the whole of operations and services undertaken or performed
by or on behalf of the Carrier in respect of the Goods.
 "Carrier" means the Company stated on front of this Bill of Lading as being the
Carrier and on whose behalf this Bill of Lading has been signed.
 "Charges" mean freight and all expenses and money obligations incurred and
payable by the Merchant.
 "COGSA" means the Carpacy style of Cods by Sea Act of the United States of
 America approved on 16th April 1936.
 "COGWA" means the Hague-Visby Rules.
 "COGMA" means the Hague-Visby Rules.
 "Combined Transport" arises where the carriage called for by this Bill of Lading is not a Port to
 Port shipment.

"Combined Transport" arises where the carriage called for by this Bill of Lading is not a Port to Port shipment. "Container" means any container, trailer, transportable tank, lift van, flat, pallet, or any similar article of transport used to consolidate goods. "Defenses" means all rights, immunities, exclusions, exemptions, defenses, limitations, however described (no matter whether arising by Jaw or by contract), which might babate, bar, defeat or diminish any recovery against the Carrier. "Freight" means all of the following relating to or in connection with the Goods: ocean freight and other charges provided by the Carrier's applicable tariff, including but not limited to ad valorem charges; all charges arising as a result of charging the port loading or discharge, and expenses arising or incurred under this Bill of Lading: additional freight or other charges; deadfreight; special freight for the carriage of special containers; return freight if the Goods are returned.

deadfreight; special freight for the carriage of special containers; return freight if the Goods are returned. "Goods" means the cargo supplied by the Merchant and includes any Container not supplied by or on behalf of the Carrier. "Hague Rules" means the provisions of the International Convention for Unification of certain Rules relating to Bill of Lading signed at Brussels on 25th August 1924. "Hague Visby Rules" means the Hague Rules as amended by the Protocol signed at Brussels on 23th Fehruary 1968.

Rules retaining to bin or hand, and the second seco not conceal or completely enclose the Goods. It is change does in a conceal or completely enclose the Goods. It is change does not conceal or completely enclose the Goods where the Bill of Lading. "Participating Carrier" means the ocean carrier and any other water, land or air carrier involved in the Carriage of the Goods where it be a Port to Port or Combined Transport means the dividual, a partnership, a body corporate or other entity. "Port to Port Shipment" means when the port of loading and the port of discharge only are shown on the face hereof and neither the place of acceptance nor the final destination are environment on the face hereof.

showit on the face torot and netwer we pace of acceptate not the final destination at signilated on the face hereof. "Shipping Unit" means freight unit and the term "unit" as used in the Hague Rules and Hague-Visby Rules. "Stuffed" means filled, consolidated, packed, loaded, or secured.

2. CARRIER'S TARIFF

The provisions of the Carrier's applicable tariff, are incorporated herein. In the case of inconsistency between this Bill of Lading and the quotation, this Bill of Lading shall prevail.

3. WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is or is the agent of and has the authority of the person owing or entitled to the possession of the Goods or any person who has a present or future interest in the Goods.

4. NEGOTIABILITY OF BILL OF LADING This Bill of Lading is issued in a provide the ill of Lading is issued in a negotiable form unless it is marked "non negotiable". It is ute title to the Goods and the holder shall be entitled to receive or to transfer the G herein described

5. CERTAIN RIGHT AND AMMUNITIES FOR THE CARRIER AND OTHER PERSONS (1) The carrier shall be entitled to sub-contract on any terms the whole or any part of the

(1) The carrier shain be entitled to sub-contract on any terms the whole or any part on the Carringe.
(2) It is expressly agreed that any and all servants, agents and independent contractors (including the Master, offices, and crew of the vessel, participating carrier, all terminal operators, warehousemen, stevedores, watchman, husbanding agents, managing agents, general agents, ship's agents, and all other agents, sub-contractors and independent contractors whatsoever as well as any officers, directors agents or employees of any of the foregoing) used or employed by the Carrier in connection with performance of any vall of Carrier's obligations under this bill of lading, in consideration of the agreement to be so used or employed, shall be express beneficatives used that any likely in any action agreater than that of the Carrier to anyone other than the Carrier is entitled so that in no circumstances shall any servant, agent or independent contractors the Carrier any liability in contract, userint, tort (including realized) and any action agreater than that of the Carrier to anyone other than the Carrier (3) The Merchant shall defend, indemnify and hold harmless the Carrier against any claim or liability (and any expense arising there from) arising from the Carriage of the Goods insofar as much claim or liability coxeeds the Carrier's liability under this Bill of Lading.

6. CLAUSE PARAMOUNT

A. CLUSE PRANDUTE
(a) To and From non-United States Ports. As far as this Bill of Lading covers the Carriage of Goods by use to and from non-U.S. ports by the Carrier and any Participating Carrier, the Contract evidenced in this Bill of Lading shall have effect subject to the Hague-Visby Rules, if and a denacted in the country of shipment and any legislation making those Rules computsorily applicable to this Bill of Lading shall bave effect subject to the Hague-Visby Rules, will apply. The Hague-Visby Rules shall also govern before Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the actual custody of the Carrier or Participating Carrier. The Hague-Visby Rules shall also govern before Goods are loaded on and after they are discharged from the vessel and throughout the entire time the Goods are in the carrier of Goods by inland waterways and reference to carriage by sa in such Rules or legislation shall be deemed to include reference to this Bill of Tading is a shipment to COGSA. The Pomerene Act [49 U.S.C. S00101 et. Seq.] for both export and import any comprision (Lading Lading Lading

CARRIER'S RESPONSIBILITY

7. CARRIER'S RESPONSIBILITY The responsible for any loss to the Goods however caused occurring while the Goods are not in the actual custody of the Carrier.
 a. PORT TO PORT SHIPMENT The responsibility of the Carrier is limited to that part of the Carriage from and during loading onto vessel up to and during discharge from the vessel and the Carriage from any during discharge from the vessel and the Carriage have been charged by the Carrier. The Merchant appoints and/or authorizes the Carrier as agent to enter matter arrising any other part of the Carriage even though Charges for the whole Carriage have been charged by the Carrier. The Merchant appoints and/or authorizes the Carrier as agent to enter into contracts on behalf of the Merchant with others for transport, storage, handling, or any other services in respect of the Goods prior to loading and subsequent to discharge of the Goods from the vessel without responsibility for any act or omission whatsoever on the part of the Carrier or others and the Carrier uses such agent enter into contracts with others on any terms whatsoever including terms less favorable than the terms in this Bill of Lading.

 10 OUBER **TCANSPORT 11** The Carrier acts as agent for Merchant with regards to procuring inland and ocean transportation. If, for any reason, it is adjusted have the heart of all defenses available to the participating earrier(s) by law and by the terms of its or their contracts of Carriage and tariffs, all of which shall be deemed incorporated in this bill of Lading, as applicable and with respect to inland transportation. Othe Gordes, Carrier rivel bas difficult of the defenses and contention or tanional law which is compulsoring up therability applicable, then anaccordingly to the Participating Carrier's value law or convention is applicable, then accordingly to the Participating tarrier's law of the acarrier of all defenses and the terms in this contastoring to

any.
(2) Save as is otherwise provided in this Bill of Lading, the Carrier shall be liable for loss of or damage to the Goods occurring from the time that the Goods are taken into his charge until the time of delivery to the agent set out below.
(a) If the place where the loss or damage occurred cannot be proven.
(b) The Carrier shall be entitled to rely upon all Defenses under COGSA or the Hague-Visby Rules under (do) or (b) above had the loss or damage occurred at sea or where the loss or damage occurred at sea or where the loss or damage occurred cannot be proved, said loss or damage shall be presumed to have occurred at sea.

sea. (ii) Where under (i) above, the Carrier is not liable in respect of some of the factors causing the loss or damage, the Carrier shall only be liable to the extent that those factors for which he is liable have contributed to the loss or damage.

(iii) Subject to 8C below, where the Hague Rules (such as COGSA) or the Hague-Visby Rules (such as COGWA) or any legislation applying either Rules is not compulsorily applicable, the Carrier's liability shall not exceed USS500 per package or shipping unit or USS2.00 per kilo of the gross weight of the Goods shall be determined accordingly to the CI or local scale of the Goods shall be determined accordingly to the CI or local scale of the Goods shall be determined accordingly to the CI or local scale of the Goods shall be determined by the provisions: contained in any international convention or national law of the county which provisions:
(a) cannot be departed from by private contract to the detriment of the Merchant; and
(b) would have applied if the Merchant had made a separate and direct contract with the Carrier in respect of from the Port of Discharge the responsibility of the Carrier shall be determined by the provisions:
(ii) With respect to the transportation in the United States of Amareia or in Canada to the Port of Loading or from the Port of Discharge the responsibility of the Carrier shall be determined by the provider and the to procue transportation by carriers (one or more) and such transportation shall be subject to the infamily discharge the responsibility of the Carrier shall be determined by Tyb(bA) above. 7(b)(A) above

GENERAL PROVISIONS

8. GENERAL PROVISIONS
(A) Delay, Consequential Loss
Save as otherwise provided herein, the Carrier shall in no circumstances be liable for direct, indirect or consequential loss or damage caused by delay or any other cause whatsoever and howsoever caused. Without prejudice to the foregoing, if the Carrier is found liable for delay, liability shall be limited to the freight applicable to the relevant stage of the transport.
(B) Package or Shipping Unit Limitation
When the Hague Rules (COGSA) or Hague-Visby Rules (COGWA) or any legislation making either Rules compulsorily applicable to this Bill of Lading, the Carrier shall not unless a declared value has been noted in accordance with (C) below, he or become liable for any loss or damage to or in connection with the Goods in an amount per package or shipping unit limitation as laid down by either of the Rules or legislation.
Such limitation amount according to COGSA is USS500 and according to COGMA via 666.67 units of account per package or units of account per package or Shipping Unit EUSS500.
(C) Ad Valerem-Decharded Value of Package CSIbping Unit
The Carrier's liability may be increased to a higher value by a declaration in writing of the Rules or legislation.
(C) Ad valerem-Decharded Value of Package CSIbping Unit
The Carrier's value being inserted on the front of this Bill of Lading in the space provided and, if required by the Garrier or the Rules not excited value, the value shall nevertheless be deemed to be the declared value and he Carrier's this linit, and us, that not exceed the declared value and use of medods by the shippen to the Carrier of the Rule carrier, stall not exceed the declared value.
An adjust of the Goods hul and not exceed the declared value and he carrier ship linit, and use the ship may be increased to be the declared value and he Carrier's linity if any shall not exceed the declared value and he carier's linity.
(D) Nat, etc.

(D) Rust, etc. It is agreed that superficial rust, oxidation or any like condition due to moisture is not a condition of damage but is inherent to the nature of the Goods and the acknowledgement of the receipt of the Goods in apparent good order and condition is not a representation that such conditions of rust, oxidation or the like did not exist on receipt. (E) Notice of Loss or Damage The carrier shall be deemed prima facie to have delivered the Goods as described in this Bill of

(E) Notice of Loss or Damage The carrier shall be deemed prima facic to have delivered the Goods as described in this Bill of Lading unless notice of loss of or damage to the Goods indicating the general nature of such loss or damage shall have been given in writing to the Carrier or to his representative at the place of delivery before or at the time of removal of the Goods into the custody of the person entitled to delivery thereof under this Bill of Lading, or if the loss or damage is not apparent, within three consecutive days thereafter. (F) Time-ba

(a) Unless of loss and the general nature of such loss be given in writing to the Carrier at the

(a) Contest on loss and use general nature or such toos to given in writing to the Carrier at use of disparger applies of disparger before or at the time of delivery of the Goods or if the loss is on a sector. Within three (3) consecutive days after that delivery, the Goods shall be presumed to avecteriz, writhin three (3) consecutive days after that delivery, the Goods shall be presumed is characterized in this Bill on Lading.
(b) Where the loss has occurred in the Bill on Lading.
(b) Where the loss has occurred in the Bill on the sontice of claims is filed and out is brought within mine (9) months after delivery of the Goods or the date when the Goods should have been delivered or the time period presence bed by the Participating Carrier's contract of carriage, that for by hav covering such Participating Carrier or overland carriage whichever is less (in the brought within nine months).
(b) In our want the Carrier shall be discharged from all liability in present of these unsets for some starts and the carrier of the source of the carrier of the source of the source

(c) In any event, the Carrier shall be discharged from all liability in respect of loss unless suit is brought within one (1) year after delivery of the Goods or the date when the Goods should have

MERCHANT'S RESPONSIBILITY

9. MERCHANT'S RESPONSIBILITY
10. The description and particulars of the Goods set out on the face hereof are furnished by the Merchant and the Merchant varrants to the Carrier that the description and particulars including, but not limited to, of weight, content, measure, quantity, quality, condition, marks, numbers and value are correct.
(2) The Merchant shall comply with all applicable laws, regulations and requirements of customs, port and other authorities and shall bear and pay all duites, taxes, finements or customs, port and other authorities and shall bear and pay all duites, taxes, finements or customs, port and other authoring or addressing of the Goods.

or insufficient marking, numbering or addressing of the Goods. (3) The Merchant undertakes that the Goods are packed in a manner adequate to withstand the ordinary risks of Carriage having regard to their nature and in compliance with all laws, regulations and requirements which may be applicable. (4) No Goods which are or may become dangerous, inflammable or damaging or which are or may

(4) No Goods which are or may become damerous, inflammable or damaging or which are or may become liable to damage any property or person whatsever shall be tendered to the Carrier for Carriage without the Carrier's express consent in writing and without the Container's control of the carrier of the control of the carrier of the ca

(6) The Merchant shall defend, indemnify and hold harmless the Carrier against any loss damage, claim, liability or expense whatsoever arising from any breach of the provisions of this clause 9 or from any cause in connection with the Goods for which the Carrier is not responsible

 CONTAINERS
 Goods may be stuffed by the Carrier in or on Containers and Goods may be stuffed with (2) The terms of this Bill of Lading shall govern the responsibility of the Carrier in connection with or arising out of the supply of a Container to the Merchant, wheth her supplied

(2) The letrins of this Diff of assignt on a summary and the letring of the supply of a Container to the Merchant, whether supplied before or after the Goods are received by the Carrier or delivered to the Merchant.
(3) If a Container has been stuffed by or on behalf of the Merchant.
(4) the Carrier shall not be liable for loss of or damage to the Goods
(i) caused by the unsuitability of the Goods for carriage in Containers;
(iii) caused by the unsuitability of defective condition of the Container provided that where the Container has been supplied by or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition or the Cortainer provided that where the Container is not easily or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or on behalf of the Carrier, this paragraph (iii) shall only apply if the unsuitability or defective condition or the source as a suffect or the time when the Container was suffect.
(i) if the Container is not seel add at the commencement of the Carrier against any loss, damage, claim, liability or expense whatsoever arising from one or more of the matters covered by (A) have except for (A)(iii)(a) above stored to provide a Container, in the absence of a written request to the contrary, the Carrier is not under an obligation to provide a Container of any particular type or quality.

11. TEMPERATURE CONTROLLED CARGO

11. TEMPERATURE CONTROLLED CARCO (1) The Merchant undertakes not to tender for transportation any Goods which require temperature control without previously giving written notice (and filling in the box on the forat of this Bill of Lading has been prepared by the Merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled Container stuffed by or on behalf of the Merchant Turther undertakes that Container has been properly pre-cooled, that the Goods have been properly such the Carrier shall not be liable for any loss of or damage to the Goods are used to cools alves the Carrier shall not be liable for any loss of or damage to the Goods arease form defects, derangement, breakdown stoppage of the temperature controlling machinery, plant insultation or any apparatus of the Container provided that the Carrier shall Borte or a st the beginning of the Carriage exercise due diligence to maintain the refrigerated Container in an efficient state.

12. INSPECTIONS OF GOODS The Carrier or any person authorized by the Carrier shall be entitled, but under no obligation, to open any Container or Package at any time and to inspect the Goods

13. MATTERS AFFECTING PERFORMANCE (1) If at any time the Carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the Goods) whensoever and howsoever araing (whether or not the Carriage has commenced) the Carrier may: (A) without notice to the Merchant abandon the Carriage of the Goods and where reasonably possible place the Goods or any part of them at the Merchant' alsosoal at any place which the Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall crease:

Carrier may deem safe and convenient, whereupon the responsibility of the Carrier in respect of such Goods shall cease; (B) without prejudice to the Carrier's right subsequently to abandon the Carriage under (A) above, continue the Carriage. In any event the Carrier shall be entitled to full Charges on Goods received for Carriage and the Werchant shall pay any additional costs resulting from the abovementioned circumstances. (2) The Liability of the Carrier in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with the orders or recommendations given by any government or authority or any person acting or purporting to act as or on behalf of such government or authority.

14 METHODS AND ROUTE OF TRANSPORTATION

14. METHODS AND ROUTE OF TRANSPORTATION

 The Carrier may at any time and without notice to the Merchant use (i) any means of Transport or storage whatsover, (ii) load or carry the Goods on any vessel whether named on the front hereof or not, (iii) transfer the Goods from one conveyance to another since including transhipping or carrying the same on another vessel than that named on the front hereof or by any other means of transport whatsoever, (iv) at any place unpack and remove Goods which have been stuffed in or on a Container and forward the same in any manner whatsoever including but not limited to unsuffing and stuffing of less than container loads into or an other yeas that any speed and by any route in Carrier's discretion (whether or not the nearest or most direct or customary or advertised route) and the finance of a stability of less than container loads into or an other bereof as the intended Port of Loading or intended Port of Discharge), (ivi) comply with any orders or recommendation given by any government or authority or having under service. (2) If a less than a full container shipment from the container shipment from the container shipment from the container and of all kinds, dangerous or denview.
 (2) If a less than a full container shipment from the container and result that shipment from the container will be container will be container and the sum of the container. In this respect, the Carrier the cartier that the full the second or to be thered.

(3) The liberties set out in (1) and (2) above may be invoked by the Carrier for any purposes whatsoever whether or not connected with the Carriage of the Goods. Anything done in accordance with (1) above or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation of whatsoever nature or degree.

15. DECK CARGO

18. GENERAL AVERAGE

19. CHARGES

20. LIEN

21. VARIATION OF THE CONTRACT

23. LAW JURISDICTION

15. DECK CARGO (1) Goods of any description whether containerized or not may be stowed on or under deck without noice to the Merchant and such stowage shall not be a deviation of whatsoever nature or degree. Subject to (2) below, such Goods whether carried on deck or under deck shall participate in General Average and such Goods shall be deemed to be within the definition of Goods for the purposes of the Hague Rules or any legislation making such Rules or the Hague Visby Rules compulsorily applicable (such as COCSA) to this Bill of Lading. (2) Goods (not being Goods stuffed in or on Containers other than open flats or palles) which are stated on the front of this Bill of Lading to be carried on deck and which are so carried are carried without responsibility on the part of the Carrier for loss or damage of whatsoever nature arising during carriage by sea or inland waterway whether caused by unseaworthiness or negligence or any other cause whatsoever.

NOTIFICATION AND DELIVERY CLAUSE Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is

16. NOTIFICATION AND DELIVERY CLAUSE (1) Any mention in this Bill of Lading of parties to be notified of the arrival of the Goods is solely for the information of the Carrier, and failure to give such notification shall not involve the Carrier in applicable metric.
(2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable tariff.
3) If the Merchant fails to take delivery of the Goods or part of them in accordance with this Bill of Lading, the Carrier may without notice remove the Goods or that part thereof and/or store the Goods or that part thereof ashore, afloat, in the open or under cover. Such storage shall constitute due delivery horeunder and there upon all liability whatsoever of the Carrier in respect of the Goods or that part thereof shall cease.
(4) The Merchant's attention is drawn to the stipulation concerning free storage time and demurgae contained in the Carrier's applicable Tariff, which is incorporated in this Bill of Lading.

(5) Once free time has expired, the Goods will be stored at a warehouse or receiver's terminal (2) Once nee mine nas expande, me Goods win de souteat a warenoose on receiver s terminant at the sole risk and expense of the Merchant and the Goods. However, if the Carrier believes that the Goods are likely to deteriorate, decay, lose value or incur storage or other charges in excess of their value, the Carrier may, without torice to the Merchant, publicly or privately sell or disposit of the Goods and apply the proceeds of the disposition in reduction of the Freight, and any other charges associated with the warehousing and/or sale of the Goods.

BOTH-TO-BLAME COLLISION
 The both blame clause published by the Baltic and International Maritime Counsel (BIMCO) is incorporated herein by this reference.

18. GENERALAVERAGE (1) The Carrier may declare General Average which shall be adjustable according to the York/Antwerp Rules of 1974 at any place at the option of the Carrier and the Amended Jason Clause as approved by BMCO is to be considered as incorporated herein and the Merchant shall provide such security as may be required by the Carrier in this connection. (2) Notwithstanding (1) above, the Merchant shall defend, indemity and hold harmless the Carrier in respect of any claim (and any expense arising therefrom) of a General Average nature which may be made on the Carrier and shall provide such security as may be required by the Carrier in this connection. (3) The Carrier shall be under no obligation to take any steps whatsoever to collect security for General Average contributions due to the Merchant.

CHARGES
 (1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be pid and non-returnable in any event, whether vessel, inland carrier and/or cargo lost or not lost.
 (2) The Charges have been calculated on the basis of particulars furnished by or on behalf of the Merchant. The Carrier shall be entitled to producion of the commercial invoice for the Goods or true copy thereof and to inspect, reweigh, re-measure and revalue the Goods and if the particulars are found by the Carrier to be incorrect the Merchant shall pay the Carrier the correct Charges (credit being given for the Charges charged) and the costs incurred by the Carrier in establishing the correct particulars.
 (3) All charges shall be paid without any set off, counterclaim, deduction or stay of execution.

(4) Any person, firm or corporation engaged by any party to perform forwarding services with respect to the Goods shall be considered the exclusive agent of the Merchant for all purposes and any payment of Freight to such person, firm, or corporation shall not be considered payment to the Carrier in any event. Failure of such person, firm, or corporation to pay any part of the Freight to the Carrier shall be considered a default by the Merchant in the payment of the

Freight. (5) Should the Merchant fail to make timely payment of the applicable Freight, the Merchant shall be liable to Carrier for all costs and expenses including attorneys' fees associated with the collection of such Freight from the Merchant plus 6% of interest calculated from the date the Freight became due.

20. LEN The Carrier shall have a lien for General Average contribution and for Freight for the Carriage of the Goods and on any documents relating to the Goods as well as in respect to unpaid freight from any previous Carriage on behalf of the Merchant who owes that Freight to the Carrier. The Carrier has the right to sell the Goods at public or private sale without notice to the Merchant to satisfy the lien in whole or in part. If the proceeds of this sale fail to cover the whole amount due, the Carrier is entitled to recover the deficit from the Merchant.

21. VARIATION OF THE CONTRACT No servant or agent of the Carrier shall have power to waive or vary any of the terms hereof unless such waiver or variation is in writing and is specifically authorized or ratified in writing by a director or officer of the Carrier who has the actual authority of the Carrier so to

22. PARTIAL INVALIDITY If any provision in this Bill of Lading is held to be invalid or unenforceable by any court or regulatory or solf regulatory agency or body, such invalidity or unenforceability shall attach only to such provision. The validity of the remaining provisions shall not be affected thereby and this Bill of Lading contract shall be carried out as if such invalid or unenforceable provision were not contained herein.

23. LAW JURISPICTION (a) To Or from United States Ports. The claims arising from or in connection with or relating to this Bill of Lading shall be exclusively governed by the law of the United States. Any and all action concerning custody or carriage under this Bill of Lading whether based on breach of contract, tor or otherwise shall be brought before the United States District Court for t<u>the Southern District of New York</u>. (b) To And From Non-US. Ports. The claims arising from or in connection with or relating to this Bill of Lading shall be exclusively governed by <u>Italian Law</u>. Any and all actions concerning custody or carriage under this Bill of Lading whether based on breach of contract, tort or otherwise shall be brought before a <u>Florence</u> court of competent jurisdiction.